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FILED IN THE U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

MAR 13 2025

SEAN F. McAVOY, CLERK  
SPOKANE, WASHINGTON

9 UNITED STATES DISTRICT COURT  
10 FOR THE EASTERN DISTRICT OF WASHINGTON

11 UNITED STATES OF AMERICA,

12 Plaintiff,

Case No.: 2:24-CR-128-TOR

13 v.

Plea Agreement

14 ABRAHAM AGUILAR-LEON,

15 Defendant.

16  
17 Plaintiff United States of America, by and through Richard R. Barker,  
18 Acting United States Attorney the Eastern District of Washington, and Lisa C.  
19 Cartier Giroux, Assistant United States Attorney for the Eastern District of  
20 Washington, and Defendant Abraham Aguilar-Leon ("Defendant"), both  
21 individually and by and through Defendant's counsel, J. Stephen Roberts, Jr., agree  
22 to the following Plea Agreement.

23 1. Guilty Plea and Maximum Statutory Penalties

24 Defendant agrees to enter a plea of guilty to the Indictment filed on October  
25 2, 2024, which charges Defendant with Illegal Possession of a Machine Gun, in  
26 violation of 18 U.S.C. §§ 922(o), 924(a)(2), a Class C felony.

27 Defendant understands that the following potential penalties apply:

- 28 a. a term of imprisonment of not more than 10 years;

- b. a term of supervised release of not more than 3 years;
- c. a fine of up to \$250,000; and
- d. a \$100 special penalty assessment.

2. Supervised Release

Defendant understands that if Defendant violates any condition of Defendant's supervised release, the Court may revoke Defendant's term of supervised release, and require Defendant to serve in prison all or part of the term of supervised release authorized by statute for the offense that resulted in such term of supervised release without credit for time previously served on post-release supervision, up to the following terms:

- a. 5 years in prison if the offense that resulted in the term of Supervised Release is a class A felony,
- b. 3 years in prison if the offense that resulted in the term of Supervised Release is a class B felony, and/or
- c. 2 years in prison if the offense that resulted in the term of Supervised Release is a class C felony.

Accordingly, Defendant understands that if Defendant commits one or more violations of supervised release, Defendant could serve a total term of incarceration greater than the maximum sentence authorized by statute for Defendant's offense or offenses of conviction.

3. The Court is Not a Party to this Plea Agreement

The Court is not a party to this Plea Agreement and may accept or reject it. Defendant acknowledges that no promises of any type have been made to Defendant with respect to the sentence the Court will impose in this matter.

Defendant understands the following:

- a. sentencing is a matter solely within the discretion of the Court;
- b. the Court is under no obligation to accept any recommendations made by the United States or Defendant;

- c. the Court will obtain an independent report and sentencing recommendation from the United States Probation Office;
- d. the Court may exercise its discretion to impose any sentence it deems appropriate, up to the statutory maximum penalties;
- e. the Court is required to consider the applicable range set forth in the United States Sentencing Guidelines, but may depart upward or downward under certain circumstances; and
- f. the Court may reject recommendations made by the United States or Defendant, and that will not be a basis for Defendant to withdraw from this Plea Agreement or Defendant's guilty plea.

4. Potential Immigration Consequences of Guilty Plea

If Defendant is not a citizen of the United States, Defendant understands the following:

- a. pleading guilty in this case may have immigration consequences;
- b. a broad range of federal crimes may result in Defendant's removal from the United States, including the offense to which Defendant is pleading guilty;
- c. removal from the United States and other immigration consequences are the subject of separate proceedings; and
- d. no one, including Defendant's attorney or the Court, can predict with absolute certainty the effect of a federal conviction on Defendant's immigration status.

Defendant affirms that Defendant is knowingly, intelligently, and voluntarily pleading guilty as set forth in this Plea Agreement, regardless of any immigration consequences that Defendant's guilty plea may entail.

1           5.     Waiver of Constitutional Rights

2           Defendant understands that by entering this guilty plea, Defendant is  
3 knowingly and voluntarily waiving certain constitutional rights, including the  
4 following:

- 5                 a.     the right to a jury trial;  
6                 b.     the right to see, hear and question the witnesses;  
7                 c.     the right to remain silent at trial;  
8                 d.     the right to testify at trial; and  
9                 e.     the right to compel witnesses to testify.

10           While Defendant is waiving certain constitutional rights, Defendant  
11 understands that Defendant retains the right to be assisted by an attorney through  
12 the sentencing proceedings in this case and any direct appeal of Defendant's  
13 conviction and sentence, and that an attorney will be appointed at no cost if  
14 Defendant cannot afford to hire an attorney.

15           Defendant understands and agrees that any defense motions currently  
16 pending before the Court are mooted by this Plea Agreement, and Defendant  
17 expressly waives Defendant's right to bring any additional pretrial motions.

18           6.     Admissibility of Facts and Prior Statements

19           By signing this Plea Agreement, Defendant admits the truth of the facts set  
20 forth in the Factual Basis section of this Plea Agreement and agrees that these  
21 facts, along with any written or oral statements Defendant makes in court, shall be  
22 deemed usable and admissible against Defendant in any subsequent legal  
23 proceeding, including criminal trials and/or sentencing hearings, under Federal  
24 Rule of Evidence 801(d)(2)(A).

25           Defendant acknowledges, admits, and agrees that by signing this Plea  
26 Agreement, Defendant is expressly modifying and waiving Defendant's rights  
27 under Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410  
28

1 with regard to any facts Defendant admits and/or any statements Defendant makes  
2 in court.

3 7. Elements of the Offense

4 The United States and Defendant agree that in order to convict Defendant of  
5 Illegal Possession of a Machine Gun, in violation of 18 U.S.C. §§ 922(o),  
6 924(a)(2), the United States would have to prove the following beyond a  
7 reasonable doubt.

- 8 a. *First*, on or about July 14, 2024, within the Eastern District of  
9 Washington, Defendant possessed a machine gun, specifically a  
10 “glock switch”, which is a part designed and intended solely  
11 and exclusively for use in converting a semi-automatic pistol  
12 into a weapon that shoots, is designed to shoot, or can be  
13 readily restored to shoot multiple shots automatically, without  
14 manual reloading, by single function of the trigger; and  
15 b. *Second*, Defendant knew it was a machine gun or was aware of  
16 the firearm’s essential characteristics that made it a machine  
17 gun as defined.

18 8. Factual Basis and Statement of Facts

19 The United States and Defendant stipulate and agree to the following: the  
20 facts set forth below are accurate; the United States could prove these facts beyond  
21 a reasonable doubt at trial; and these facts constitute an adequate factual basis for  
22 Defendant’s guilty plea.

23 The United States and Defendant agree that this statement of facts does not  
24 preclude either party from presenting and arguing, for sentencing purposes,  
25 additional facts that are relevant to the Sentencing Guidelines computation or  
26 sentencing.

27 On or about July 14, 2024, at approximately 9:40pm, Chelan County  
28 Sheriff’s Office (CSCO) Deputies were working uniform patrol assisting the

1 Chelan County Coroner with a missing person who had been located deceased in  
2 the water near River Walk Park. As the Deputies were assisting, they heard a  
3 disturbance coming from the Dan Gordon Bridge which was approximately 250 –  
4 300 yards to the southwest of the location. The disturbance was about 10 -15  
5 minutes of screaming and cursing.

6 Deputy Soreano went to investigate the disturbance while Deputy Wiggum  
7 continued to assist the coroner. Deputy Soreano responded to the area of the  
8 disturbance and a short time later requested assistance. Deputy Wiggum quickly  
9 responded and observed Deputy Soreano with a shirtless male wearing black shorts  
10 and black shoes and wearing a green backpack. That male would later be  
11 identified as Abraham Aguilar-Leon (AGUILAR-LEON).

12 A male who was driving a grey Nissan Titan approached and stopped in the  
13 north bound lane. The driver of the Nissan had his window down and was pointing  
14 at AGUILAR-LEON as he asked Deputy Wiggum if that was the guy who  
15 threatened to shoot him. The driver was directed to pull over to the side of the  
16 road so Deputy Wiggum could speak with him. Deputy Wiggum met with the  
17 driver of the Nissan and noticed a female sitting in the passenger seat. The driver  
18 told Deputy Wiggum he and the female were driving across the Dan Gordon  
19 Bridge when a male jumped in front of his truck and threatened to shoot him.

20 AGUILAR-LEON was brought over, and the driver was told that the person  
21 he was being shown may not be the person who threatened him. The driver looked  
22 at AGUILAR-LEON and told the deputy that the individual who threatened to  
23 shoot him was the person being shown to him (AGUILAR-LEON). Deputy  
24 Wiggum then determined there was probable cause to arrest AGUILAR-LEON for  
25 felony threats.

26 Deputy Wiggum relayed the positive identification information to Deputy  
27 Soreano. As the Deputies attempted to place AGUILAR-LEON under arrest for  
28 the felony threats, he attempted to pull away and flee. After a brief struggle, the



1 Deputies were able to gain control of AGUILAR-LEON and place him under  
2 arrest. As the Deputies were taking AGUILAR-LEON into custody, they removed  
3 AGUILAR-LEON's backpack as it was in the way of properly applying the  
4 handcuffs. As the Deputies were escorting AGUILAR-LEON to the patrol vehicle,  
5 he became belligerent and began cursing at the Deputies. AGUILAR-LEON  
6 stated, "fuck you nigga" and "suck my dick nigga" numerous times, which was  
7 recorded on body camera. AGUILAR-LEON stated, "touch me again nigga, see  
8 what happens".

9 AGUILAR LEON was searched incident to arrest by Deputy Soreano then  
10 placed in the patrol car. No weapons were found on his person. Per CCSO  
11 Department policy, CCSO law enforcement personnel are unable to leave large  
12 bags such as backpacks at the jail for suspects and they are booked into evidence  
13 for safe keeping. Also, per CCSO Department policy, bags must be inventoried  
14 prior to being logged into evidence to document items of value and ensure there  
15 are no hazards. On body camera, Deputy Wiggum asked AGUILAR-LEON if  
16 there was anything in his backpack, they [law enforcement] needed to know about.  
17 AGUILAR-LEON said something to the effect of "you are not going through my  
18 backpack". Deputy Wiggum then informed AGUILAR-LEON, he was under  
19 arrest and his bag was going to be searched. Deputy Soreano attempted to read  
20 AGUILAR-LEON his constitutional rights, but AGUILAR-LEON screamed over  
21 Deputy Soreano and refused to acknowledge his rights.

22 Deputy Wiggum then searched AGUILAR-LEON's backpack on the hood of  
23 his patrol car. As Deputy Wiggum opened the main compartment, he immediately  
24 observed the distinct, black handgrips of two pistols. Deputy Wiggum removed  
25 both pistols and placed them on the hood of his patrol vehicle. The first handgun  
26 was a silver and black Glock 37 .45 GAP with a serial number on the slide of  
27 "FUD338" but without a serial number on the frame. It was equipped with a red  
28 dot optic on the slide and a flashlight/green laser mounted on front. The magazine

AAV (SSP) 3/13/25  
barrel  
or slide  
leg  
3/13/25

1 seated in the Glock firearm contained five .40 ACP rounds; there was also a .40  
2 caliber round in the chamber.

3 The second firearm was a polymer Glock-style firearm. The second pistol  
4 was black and had no visible markings or serial number. On the underside of  
5 frame, there was a blank serial number plate. On the frame was stamped  
6 POLYMER80, INC PF94OSC. The magazine was inserted and there was no  
7 round in the chamber. The magazine contained twelve 9 mm rounds.

8 Deputy Wiggum turned the Glock 37 over to a federal task force officer  
9 embedded with Chelan County because the firearm appeared to have a "Glock  
10 switch" attached which could convert the firearm into an automatic weapon. The  
11 firearm was sent to the Bureau of Alcohol, Tobacco, Firearms, and Explosives  
12 (ATF) Firearms and Technology Division for examination and testing. The  
13 firearm was examined, and test fired. The ATF Firearms Enforcement Officer who  
14 examined the firearm concluded that there was a "Glock switch" attached to the  
15 Glock 37. Specifically, there was a drop-in replacement for the factory polymer  
16 slide cover plate of the firearm. The drop-in incorporated a "leg", a housing, and a  
17 selector bar. The sole purpose of the "leg" is to push down the trigger bar as the  
18 slide goes into battery. The effect is that it takes the sear surface of the trigger bar  
19 out of engagement with the striker, allowing the striker to move forward and ignite  
20 the primer of the chambered cartridge. The ATF Firearms Enforcement Officer  
21 concluded based on his examination of the "Glock switch" was that it was  
22 designed and intended for use in converting a semi-automatic weapon into a  
23 machinegun, allowing the weapon to shoot automatically, more than one shot,  
24 without manual reloading, by single function of the trigger.

25 The ATF Firearms Enforcement Officer also test fired the Glock 37 with the  
26 "Glock switch" attached. The "Glock switch" enabled the firearm to fire cartridges  
27 automatically. He concluded that the "Glock switch" is a part designed and  
28 intended solely and exclusively for use in converting a semi-automatic pistol into a



1 weapon that shoots, is designed to shoot, or can be readily restored to shoot  
2 multiple shots automatically, without manual reloading, by single function of the  
3 trigger.

4 The ballistic images from test firing of the Glock 37 were entered into  
5 NIBIN. A NIBIN lead notification was subsequently generated indicating that the  
6 firearm may have been used in a shooting in Sunnyside, WA on February 16, 2024,  
7 during which a male victim's car had been shot at numerous times as it was parked  
8 outside his girlfriend's residence. A female witness reported that there had been an  
9 altercation earlier before the shooting between an individual she knew as  
10 "Abraham" and the male victim. The male victim heard the gunshots and a 911  
11 caller both reported that it sounded like "automatic gun fire".

12 Defendant stipulates and agrees that he knew that the "Glock switch" was a  
13 machine gun or was aware of its essential characteristics that made it a machine  
14 gun as defined.

15 All of the foregoing occurred in the Eastern District of Washington.

16 9. The United States' Agreements

17 The United States Attorney's Office for the Eastern District of Washington  
18 agrees not to bring additional charges against Defendant based on information in  
19 its possession at the time of this Plea Agreement that arise from conduct that is  
20 either charged in the Indictment or identified in discovery produced in this case,  
21 unless Defendant breaches this Plea Agreement before sentencing.

22 10. United States Sentencing Guidelines Calculations

23 Defendant understands and acknowledges that the United States Sentencing  
24 Guidelines ("USSG" or "Guidelines") apply and that the Court will determine  
25 Defendant's advisory range at the time of sentencing, pursuant to the Guidelines.  
26 The United States and Defendant agree to the following Guidelines calculations.

1           a.     *Base Offense Level*

2           The United States and the Defendant stipulate and agree that the base  
3 offense level is 18. *See* USSG §2K2.1(a)(5).

4           b.     *Special Offense Characteristics*

5           i. The United States and the Defendant stipulate and agree that Defendant's  
6 base offense level is increased by 4 levels because the firearms lacked a serial  
7 number. *See* USSG §2K2.1(b)(4)(A).

8           ii. The United States and the Defendant stipulate and agree that the  
9 Defendant's base offense level is increased by 4 levels because he used or  
10 possessed any firearm or ammunition in connection with another felony offense.  
11 *See* USSG §2K2.1(b)(6)(B).

12          c.     *Acceptance of Responsibility*

13          The United States will recommend that Defendant receive a downward  
14 adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a), (b), if  
15 Defendant does the following:

- 16               i.     accepts this Plea Agreement;
- 17               ii.    enters a guilty plea at the first Court hearing that takes  
18                      place after the United States offers this Plea Agreement;
- 19               iii.   demonstrates recognition and affirmative acceptance of  
20                      Defendant's personal responsibility for Defendant's  
21                      criminal conduct;
- 22               iv.    provides complete and accurate information during the  
23                      sentencing process; and
- 24               v.     does not commit any obstructive conduct.

25          The United States and Defendant agree that at its option and on written  
26 notice to Defendant, the United States may elect not to recommend a reduction for  
27 acceptance of responsibility if, prior to the imposition of sentence, Defendant is  
28 charged with, or convicted of, any criminal offense, or if Defendant tests positive

1 for any controlled substance.

2 d. *Zero Point Offender*

3 The United States and Defendant agree that Defendant is ineligible for any  
4 reduction. *See* USSG §4C1.1.

5 e. *Agreements Regarding Representations to the Court*

6 The United States has a duty of candor to the tribunal. If the United States  
7 and Defendant do not agree on the appropriate length of incarceration, the  
8 appropriate length or applicable terms of supervised release, and/or the correct  
9 guidelines calculations, variances, departures, and/or enhancements, the United  
10 States reserves the right to respond to any and all arguments made by Defendant,  
11 on any bases the United States deems appropriate, at all stages of this criminal  
12 case.

13 Defendant may make any arguments it deems appropriate, at all stages of  
14 this criminal case.

15 With regard to all briefing, submissions, and hearings in this criminal case,  
16 the United States and Defendant agree to the following provisions:

- 17 i. The United States and Defendant may each respond to  
18 any questions from the Court or United States Probation  
19 Office;  
20 ii. The United States and Defendant may each supplement  
21 the facts under consideration by the Court by providing  
22 information the United States or Defendant deems  
23 relevant;  
24 iii. The United States and Defendant may each present and  
25 argue any additional facts that the United States or  
26 Defendant believe are relevant to the Sentencing  
27 Guidelines computation or sentencing;  
28

- 1                   iv.       The United States and Defendant may each present and  
2                   argue information that may already be known to the  
3                   Court, including information contained in the  
4                   Presentence Investigation Report;
- 5                   v.       The United States and Defendant may each respond to  
6                   any arguments presented by the other;
- 7                   vi.       In order to support the United States' sentencing  
8                   recommendation as set forth herein, the United States  
9                   may oppose and argue against any defense argument or  
10                  any recommendation for any sentence lower than the  
11                  sentence recommended by the United States on any basis,  
12                  including arguments for a lower offense level, a lower  
13                  criminal history calculation, the application or non-  
14                  application of any sentencing enhancement or departure,  
15                  and/or any variance from the Guidelines range as  
16                  calculated by the Court;
- 17                  vii.       In order to support the defense sentencing  
18                  recommendation as set forth herein, Defendant may  
19                  oppose and argue against any argument by the United  
20                  States, or any recommendation for any sentence higher  
21                  than the sentence recommended by the defense on any  
22                  basis, including arguments for a higher offense level, a  
23                  higher criminal history calculation, the application or  
24                  non-application of any sentencing enhancement or  
25                  departure, and/or any variance from the Guidelines range  
26                  as calculated by the Court;
- 27                  viii.       The United States may make any sentencing arguments  
28                  the United States deems appropriate so long as they are

1 consistent with this Plea Agreement, including arguments  
2 arising from Defendant's uncharged conduct, conduct set  
3 forth in charges that will be dismissed pursuant to this  
4 Plea Agreement, and Defendant's relevant conduct; and

5 ix. Defendant may make any sentencing arguments  
6 consistent with this Plea Agreement Defendant deems  
7 appropriate.

8 f. *No Other Agreements*

9 The United States and Defendant have no other agreements regarding the  
10 Guidelines or the application of any Guidelines enhancements, departures, or  
11 variances.

12 g. *Criminal History*

13 The United States and Defendant have no agreement and make no  
14 representations about Defendant's criminal history category, which will be  
15 determined by the Court after the United States Probation Office prepares and  
16 discloses a Presentence Investigative Report.

17 11. Incarceration

18 At the time of Defendant's original sentencing in the District Court, the  
19 United States agrees to make a sentencing recommendation to the Court that is  
20 consistent with this Plea Agreement. The United States' agreement to make such a  
21 recommendation is limited exclusively to the time of Defendant's original  
22 sentencing in the District Court. The United States' agreement to make such a  
23 recommendation does not prohibit or limit in any way the United States' ability to  
24 argue for or against any future sentencing modification that takes place after  
25 Defendant's original sentencing in the District Court, whether that modification  
26 consists of an amendment to the Guidelines, a change to a statutory minimum or  
27 maximum sentence, any form of compassionate release, any violation of  
28 Supervised Release, or any other modification that is known or unknown to the



1 parties at the time of Defendant's original criminal sentencing. In this Plea  
2 Agreement, the United States makes no promises or representations about what  
3 positions the United States will take or recommendations the United States will  
4 make in any proceeding that occurs after Defendant's original sentencing in the  
5 District Court.

6 The United States and Defendant may each recommend any legal term of  
7 incarceration.

8 The United States has communicated with the Chelan County prosecutor in  
9 Case No. 24-1-00259-04 in the Superior Court of Washington for Chelan County.  
10 He has indicated that he will dismiss the charges in that case upon the issuance of  
11 the judgment of conviction in this matter. The United States has also provided  
12 defense counsel with a letter from the Yakima County Prosecuting Attorney who  
13 has agreed to not seek charges against Defendant for Sunnyside, Yakima County  
14 case number 24S01374 for the firearm discharge on February 16, 2024, as a result  
15 of the Defendant's plea of guilty in this matter.

16 12. Supervised Release

17 The United States and Defendant each agree to recommend 3 years of  
18 supervised release. Defendant agrees that the Court's decision regarding the  
19 conditions of Defendant's Supervised Release is final and non-appealable; that is,  
20 even if Defendant is unhappy with the conditions of Supervised Release ordered by  
21 the Court, that will not be a basis for Defendant to withdraw Defendant's guilty  
22 plea, withdraw from this Plea Agreement, or appeal Defendant's conviction,  
23 sentence, or any term of Supervised Release.

24 The United States and Defendant agree to recommend that in addition to the  
25 standard conditions of supervised release imposed in all cases in this District, the  
26 Court should also impose the following conditions:

- 27 a. The United States Probation Officer may conduct, upon  
28 reasonable suspicion, and with or without notice, a search of

1 Defendant's person, residences, offices, vehicles, belongings,  
2 and areas under Defendant's exclusive or joint control.

3 b. Defendant shall participate and complete such drug testing and  
4 drug treatment programs as the Probation Officer directs.

5 c. Defendant shall complete mental health evaluations and  
6 treatment, including taking medications prescribed by the  
7 treatment provider. Defendant shall allow reciprocal release of  
8 information between the Probation Officer and the treatment  
9 provider. Defendant shall contribute to the cost of treatment  
10 according to the Defendant's ability.

11 13. Criminal Fine

12 The United States and Defendant may make any recommendation  
13 concerning the imposition of a criminal fine. Defendant acknowledges that the  
14 Court's decision regarding a fine is final and non-appealable; that is, even if  
15 Defendant is unhappy with a fine ordered by the Court, that will not be a basis for  
16 Defendant to withdraw Defendant's guilty plea, withdraw from this Plea  
17 Agreement, or appeal Defendant's conviction, sentence, or fine.

18 14. Property Disposal

19 Defendant does not claim an interest in the below-listed assets and does not  
20 oppose their disposal by the ATF:

21 a silver and black Glock 37 .45 GAP with a serial number on the slide  
22 of "FUD338" but no serial number on the frame, equipped with a red  
23 dot optic on the slide and a flashlight/green laser mounted on front  
24 and a magazine seated in the Glock firearm containing five .40 ACP  
rounds and an attached Glock switch.

25 a black polymer Glock-style firearm with POLYMER80, INC  
26 PF94OSC stamped on the frame, but with no visible markings or  
27 serial number, with a blank serial number plate on the underside of  
28 frame, and an inserted magazine containing twelve 9mm rounds with  
no round in the chamber.

1 Defendant agrees to hold all law enforcement and the United States, its  
2 agents, and its employees harmless from any claims whatsoever arising in  
3 connection with the seizure and disposal of any assets covered by this agreement.

4 Defendant waives further notice of any proceedings involving ATF's  
5 disposal of the seized assets listed above.

6 15. Mandatory Special Penalty Assessment

7 Defendant agrees to pay the \$100 mandatory special penalty assessment to  
8 the Clerk of Court for the Eastern District of Washington, pursuant to 18 U.S.C.  
9 § 3013.

10 16. Payments While Incarcerated

11 If Defendant lacks the financial resources to pay the monetary obligations  
12 imposed by the Court, Defendant agrees to earn money toward these obligations by  
13 participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

14 17. Additional Violations of Law Can Void Plea Agreement

15 The United States and Defendant agree that the United States may, at its  
16 option and upon written notice to the Defendant, withdraw from this Plea  
17 Agreement or modify its sentencing recommendation if, prior to the imposition of  
18 sentence, Defendant is charged with or convicted of any criminal offense or tests  
19 positive for any controlled substance.

20 18. Waiver of Appeal Rights

21 Defendant understands that Defendant has a limited right to appeal or  
22 challenge Defendant's conviction and the sentence imposed by the Court.

23 In return for the concessions that the United States has made in this Plea  
24 Agreement, Defendant expressly waives all of Defendant's rights to appeal any  
25 aspect of Defendant's conviction and/or the sentence the Court imposes, on any  
26 grounds.

27 Defendant expressly waives Defendant's right to appeal any fine, term of  
28 supervised release, or restitution order imposed by the Court.

1 Defendant expressly waives the right to file any post-conviction motion  
2 attacking Defendant's conviction and sentence, including a motion pursuant to 28  
3 U.S.C. § 2255, except one based on ineffective assistance of counsel arising from  
4 information not now known by Defendant and which, in the exercise of due  
5 diligence, Defendant could not know by the time the Court imposes sentence.

6 Nothing in this Plea Agreement shall preclude the United States from  
7 opposing any post-conviction motion for a reduction of sentence or other attack  
8 upon the conviction or sentence, including, but not limited to, writ of habeas  
9 corpus proceedings brought pursuant to 28 U.S.C. § 2255.

10 19. Withdrawal or Vacatur of Defendant's Plea

11 Should Defendant successfully move to withdraw from this Plea Agreement  
12 or should Defendant's conviction be set aside, vacated, reversed, or dismissed  
13 under any circumstance, then:

- 14 a. Any obligations, commitments, or representations made by the  
15 United States in this Plea Agreement shall become null and  
16 void;
- 17 b. The United States may prosecute Defendant on all available  
18 charges;
- 19 c. The United States may reinstate any counts that have been  
20 dismissed, have been superseded by the filing of another  
21 charging instrument, or were not charged because of this Plea  
22 Agreement; and
- 23 d. The United States may file any new charges that would  
24 otherwise be barred by this Plea Agreement.

25 The decision to pursue any or all of these options is solely in the discretion  
26 of the United States Attorney's Office.

27 Defendant agrees to waive any objections, motions, and/or defenses  
28 Defendant might have to the United States' decisions to seek, reinstate, or reinitiate

1 charges if a count of conviction is withdrawn, set aside, vacated, reversed, or  
2 dismissed, including any claim alleging a violation of Double Jeopardy.

3 Defendant agrees not to raise any objections based on the passage of time,  
4 including but not limited to alleged violations of any statutes of limitation or any  
5 objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth  
6 Amendment.

7 20. Integration Clause

8 The United States and Defendant acknowledge that this document  
9 constitutes the entire Plea Agreement between the United States and Defendant,  
10 and no other promises, agreements, or conditions exist between the United States  
11 and Defendant concerning the resolution of the case.

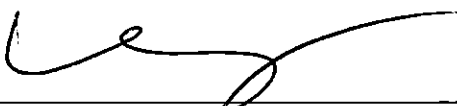
12 This Plea Agreement is binding only on the United States Attorney's Office  
13 for the Eastern District of Washington, and cannot bind other federal, state, or local  
14 authorities.

15 The United States and Defendant agree that this Agreement cannot be  
16 modified except in a writing that is signed by the United States and Defendant.

17  
18 Approvals and Signatures

19 Agreed and submitted on behalf of the United States Attorney's Office for  
20 the Eastern District of Washington.

21 Richard R. Barker  
22 Acting United States Attorney


23  
24   
25 Lisa C. Cartier Giroux  
Assistant United States Attorney

26  
27  
28  
Date 3/13/25

26 I have read this Plea Agreement and I have carefully reviewed and discussed  
27 every part of this Plea Agreement with my attorney. I understand the terms of this  
28 Plea Agreement. I enter into this Plea Agreement knowingly, intelligently, and

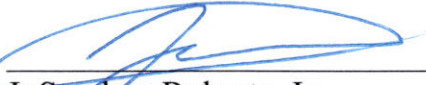


1 voluntarily. I have consulted with my attorney about my rights, I understand those  
2 rights, and I am satisfied with the representation of my attorney in this case. No  
3 other promises or inducements have been made to me, other than those contained  
4 in this Plea Agreement. No one has threatened or forced me in any way to enter  
5 into this Plea Agreement. I agree to plead guilty because I am guilty.

6  
7   
8 Abraham Aguilar-Leon  
9 Defendant

3/13/25  
Date

10  
11 I have read the Plea Agreement and have discussed the contents of the  
12 agreement with my client. The Plea Agreement accurately and completely sets  
13 forth the entirety of the agreement between the parties. I concur in my client's  
14 decision to plead guilty as set forth in the Plea Agreement. There is no legal  
15 reason why the Court should not accept Defendant's guilty plea.

16   
17 J. Stephen Roberts, Jr.  
18 Attorney for Defendant

3/13/2025  
Date